IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS SHERMAN DIVISION

AL M WILLIAMS,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 4:21-cv-154-SDJ-KPJ
	§	
LADERA APARTMENTS, et al.,	§	
	§	
Defendants.	§	

DEFENDANTS' ORIGINAL ANSWER TO PLAINTIFF'S FIRST VERIFIED COMPLAINT AND REQUEST FOR EMERGENCY INJUNCTION

Pursuant to the February 25, 2021, Order entered by this Honorable Court, Defendants Ladera Apartments, "Ms. Judy¹," and Daniel Paz (collectively "Defendants") file their Original Answer to Plaintiff's First Verified Compliant and Request for Emergency Injunction filed by Plaintiff Al M Williams (the "Plaintiff"), and would respectfully show the Court the following:

I. Admissions and Denials

- 1. By way of initial response and in accordance with the Federal Rules of Civil Procedure,
 Defendants make the following admissions and denials:
- 2. Defendants deny the allegations in paragraph 1.
- 3. Defendants deny the allegations in paragraph 2.
- 4. Defendants deny the allegations in paragraph 3.
- 5. Defendants deny the allegations in paragraph 4.

¹ Upon information and belief, "Ms. Judy" is a reference to Judith McMakin, the Vice President of Willmax Capital Management, the property management company for Ladera Apartments.

- 6. Defendants deny the allegations in paragraph 5.
- 7. Defendants deny the allegations in paragraph 6.
- 8. Defendants deny the allegations in paragraph 7.
- 9. Defendants deny the allegations in paragraph 8.
- 10. Defendants deny the allegations in paragraph 9.
- 11. Defendants deny the allegations in paragraph 10.
- 12. Defendants deny the allegations in paragraph 11.
- 13. Defendants deny the allegations in paragraph 12.
- 14. Defendants deny the allegations in paragraph 13.
- 15. Defendants deny the allegations in paragraph 14.
- 16. Defendants deny the allegations in paragraph 15.
- 17. Defendants deny the allegations in paragraph 16.
- 18. Defendants deny the allegations in paragraph 17.
- 19. Defendants deny the allegations in paragraph 18.
- 20. Defendants deny the allegations in paragraph 19.

II. Special Defenses

- 21. By way of further answer, Defendants assert the following:
- 22. Plaintiff lacks standing to bring this action. As set forth in the Verified Complaint, Plaintiff purports to be a tenant at Ladera Apartments. The truth, however, he is not. The tenant is Carolyn Williams, and she is the subject of the pending eviction litigation and judgment that Plaintiff is seeking to circumvent and ultimately enjoin from enforcement in this federal action.

- 23. By way of background, Plaintiff is not named as a tenant or an occupant for 3930 Accent Drive, Apartment No. 2411, Dallas, Texas 75287 (the "Leased Premises"). See Defendants' Exhibit 1, the Apartment Lease Contract. The only person named as a tenant or occupant is Carolyn Williams. Carolyn Williams fell behind on her rent and Ladera Apartments initiated a state court eviction proceeding against her before the onset of the Covid-19 pandemic.
- 24. Filed initially with the justice court, the court of original jurisdiction for eviction matters, the eviction litigation has proceeded from the justice court to the Denton County Court at Law No. 2 to the Texas Second Court of Appeals and back to the Denton County Court at Law No. 2, where it currently stands. The pertinent highlights of these proceedings² are as follows:
 - a. January 16, 2020 Eviction filed against Carolyn Williams in Denton County

 Justice of the Peace, Precinct 6 (the "Justice Court").

 Assigned Case No. E20-0302J6 and styled <u>Ladera v.</u>

 Carolyn Williams.
 - February 11, 2020 Justice Court enters judgement in favor of Ladera
 Apartments.
 - c. February 12, 2020 Carolyn Williams appeals the February 11, 2020, judgement from the Justice Court.
 - d. February 20, 2020 Appeal transferred to Denton County Court at Law No. 2.

² For a complete listing of all the numerous pleadings filed in the state court eviction proceedings, see the docket's sheets attached as Defendants' Exhibit No. 2.

(the "County Court at Law") Assigned Cause No. CV-2020-00600JP.

- e. March 5, 2020 Following a trial *de novo* that Carolyn Williams did not appear, the County Court at Law entered a Final Judgement in favor of Ladera Apartments.
- f. April 27, 2020 Carolyn Williams appeals March 5, 2020, Final Judgement.

 Appeal is assigned to the Texas Second Court of Appeals and given Appellate Case No. 02-20-00127-CV.
- g. January 21, 2021 Texas Second Court of Appeals dismisses appeal.
- h. January 25, 2021 Ladera Apartments requests writ of possession.
- i. January 30, 2020 Carolyn Williams provides CDC Declaration
- j. February 2, 2021 Ladera Apartments files Motion to Execute Writ of

 Possession which had been requested before receipt of the

 CDC Declaration. Pursuant to the Emergency Orders issued

 by the Supreme Court of Texas such challenges to a CDC

 Declaration are permitted. The Motion to Execute Writ of

 Possession is still pending.
- 25. Throughout the state court eviction litigation, the party who has filed the repeated appeals and numerous court documents has been Carolyn Williams, not Plaintiff. Plaintiff cannot have standing when he is not a party to the Apartment Lease Contract or the state court eviction litigation.

- 26. Additionally, Plaintiff seeks relief in part, if not completely, based on the CDC Eviction Moratorium. Plaintiff, however, cannot seek such relief based on the opinion of Trekel v. Centers for Disease Control and Prevention, No. 6:20-cv-00564, United States Court for the Eastern District of Texas, February 25, 2021. In Trekel, the Court held that the "federal government's Article I power to regulate interstate commerce and enact laws necessary and proper to that end does not include the power to impose the challenged eviction moratorium [the CDC Eviction Moratorium]." (emphasis added). Because the federal government lacked the power to enact the CDC Eviction Moratorium, Plaintiff has no basis for a cause of action or relief based on an unconstitutional moratorium. Nor does Plaintiff have
- 27. Additionally, this Honorable Court lacks jurisdiction to decide the issue of possession.

 The issue of the right to possession of real property is exclusive within the jurisdiction of the state court. Special rules and procedures govern such proceedings, including procedures to handle eviction cases in which the protections of the CDC Eviction Moratorium have been enacted. See Supreme Court of Texas 34th Emergency Order.
- 28. Assuming *arguendo* that there is standing, a basis for relief, and jurisdiction, Plaintiff does not qualify for the protections of the CDC Eviction Moratorium. A person qualifies under the CDC Eviction Moratorium if the person submitting the declaration is a covered person and that covered person makes certain declarations. Plaintiff is not a covered person. As noted prior, he is not a tenant, lessee, or resident of the Leased Premises. Moreover, he did not submit the CDC Declaration. The CDC Declaration was submitted by Carolyn Williams. See Defendants' Exhibit 3, the CDC Declaration emailed to Judith McMakin

from Carolyn Williams. Because he did not submit a CDC Declaration, he is not

protected.

29. Moreover, if he was a covered person and submitted a CDC Declaration, Plaintiff would

not qualify for its protections. Plaintiff would not qualify because he would not be

homeless if evicted. Plaintiff has represented in other judicial proceedings that he has a

home separate and apart from the Leased Premises.

III. Affirmative Defenses

30. By way of further answer, Defendant Daniel Paz asserts the affirmative defense of attorney

immunity.

WHEREFORE, PREMISES CONSIDERED, Defendants request that all relief requested

by Plaintiff be denied and that this matter be dismissed with prejudice.

Respectfully submitted,

THE PAZ LAW FIRM, PLLC

By:

18/ Daniel Paz

Daniel Paz

State Bar No. 24027722

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Telephone: (214) 812-9061

Facsimile: (214) 812-9420

Attorney for Defendants

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CERTIFICATE OF SERVICE

I hereby certify that on March 2, 2021, a true and correct copy of the foregoing was emailed and hand-delivered to:

Al M Williams 3930 Accent Drive Apartment No. 2411 Dallas, Texas 75287 legalaccessaw@gmail.com

> /s/ Daniel Paz Daniel Paz



This - - - Contract is valid only if filled out before January 1 2016.

TEXAS APARTMENT ASSOCIATION MEMBEE

Courteins (MC)

Tribude of Clarke presentati

Apartment Lease Contract

This is a binding contract. Read carefully before signing,

Dat	e of Lease Contract: September 3, 2015		
	(when this learn Contact is filled out) Maying in — General Information.		Prorated rent of \$ 1285.67 is due for the remainder of the
1,	Moving in — General Information Parties. This Lease Contract ("Lease") is between you, the residents (list all people signing the Lease): Carolyn Williams Iname of apartment community or titls holder). You are renting Apartment No. 2411at 3930 Account		Check and: 20 1st month or 0.2nd month, on the day of (month). (year). You must pay your rent on or before the 1st day of each month (due date). There is no grace period. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashler's check, money order, or one monthly check cather than multiple checks. If you don't pay all rent on or before the 3rd day of the month, you'll pay an initial late charge of 5.100,00, plus a daily late charge of \$.10,00 per day after that date until the amount due is paid in full. Daily late charges cannot exceed 15 days for any single month's rent. We won't impose late charges until at least the third day of the month. You'll also pay a charge of \$.75,00 for each returned check or rejected electronic payment, plus initial and daily late charges, until we receive acceptable payment. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease, if you violate the animal restrictions of Par. 27 or other animal rules, you'll pay an initial charge of \$.10,00 per animal (not to exceed \$100 per animal) and a daily charge of \$.10,00. per animal (not to exceed \$100 per animal) and day per animal) from the date the samal was brought into your apartment until it is removed. We'll also have all other remedies
2.	threagreement between you and us. Occupants. The apartment will be occupied only by you and that	7.	for such violations. Utilities and Services, We'll pay for the following items, if
	all other occupants not signing the Lease): ABOVE NAMED ONLY	,	checked: Dgos Dwater Dwastewater Delectricity Otrash/recycling Deable/satellite Omasterantenna Olinternet Ostorowater/drainage Mother RONE
	—and no one efse. Anyone not listed here cannot stay in the apartment for more than		You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term. See Par. 12 for other related provisions regarding utilities and services.
3.	Lease Term. The initial term of the Lease begins on the 2nd day of September (month)	8.	Insurance. Our insurance doesn't cover the loss of or damage to your personal property. You are [check one]:
4.	day of September (month), 2015 (year), and ends at midnight the Let day of September (month), 2016 (year). After that, this Lease will automatically renew month-to-month un- less either party gives at least 60 days' written notice of termination or intent to move out as required by Par 36. If the number of days isn't filled in, notice of at least 30 days is required. Security Deposit. The total security deposit for all residents is \$ 0.00, due on or before the date this Lease is		■ required to buy and maintain renter's or liability insurance (see attached addendum), or □ not required to buy renter's or liability insurance. If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance doesn't cover losses due to a flood. Information on renter's insurance is avail- able from the Texas Department of Insurance.
	signed. This amount [check one]: "I does or X does not in- dude an animal deposit. Any animal deposit will be desig- nated in an animal addendum. Security-deposit refund check and any deduction itemizations will be by [check one]: None check jointly payable to all residents and mailed to any	9.	
	one resident we choose, or I one check payable to and mailed to		If lease is broken all concessions/
	(specify name of one resident). If neither option is checked here, the first option applies, See Pac 40 and 41 for tecurity-deposit rature information.		will be charged water, trash and Pest Control. Rant is due on the lst. No. checks accepted after the 3rd.
5.	Keys, Move-Out, and Furniture, You'll be given 2 apartment key(s). 2 mailbox key(s), and 1 other access devices for. Gate. Remote Before moving out, you must give our representative advance written move-out notice as stated in Par. 36. The move-out date in your notice [check one]: I must be the last day of the month, or X may be the exact day designated in your notice. If		
	neither option is checked here, the second applies. Any resident, occupant, or spouse who, according to a remaining resident's af-	10). Unlawful Early Move-Out And Reletting Charge.
	fidaut, has permanently moved out or is under court order not to enter the apartment, is fat our option) no longer entitled to occupancy, keys, or other access devices. Your epartment will be latect one! Infurnished or Xunfurnished.		10.1 Your Responsibility. You'll be liable for a reletting charge of 51130_50 (not to exceed 85% of the highest monthly rent during the Lease term if your (A) fall to move in, or fail to give written move-out notice as required in
6.	Rent and Charges. You will pay \$ 1330.00 per month for rent, in advance and without demand [check one]: # at the onsite manager's office # through our online payment site That		Par. 23 or 36; (B) move out without paying rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease. See the next section.



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10.2 Not a Release. The reletting char ·either a Lease cancellation nor a buyout fee. It is a . ed amount covering only part of our damages—for our time, effort, and ex-pense in finding and processing a replacement resident. These damages are uncertain and hard to oscertain particularly those relating to inconvenience, paperwork, advertising, showing apartments; utilities for showing, checking prospects, overhead, marketing costs, and lo-cator-service fees. You agree that the relating charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual relet-ting costs as far as they can be determined. The reletting charge doesn't release you from continued liability for future or past-due rent; charges for cleaning, repaining, repainting, or dealing with unreturned keys; or other sums

11. Security Davices.

- 11.1 What We Provide. Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that we provide at no cost to you when accupancy begins: (A) a window latch an each window; (B) a doorviewer (posphole) an each exterior door; (C) a pin lock on each silding door; (D) either a door-handle lotch or a security bar on each sliding door; (E) a keyless balting device (deadbalt) on each exterior door, and (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by law, if we full to install or riskey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next rent payment under Texas Property Code sec, 92.165(1). We may deactivate or not install keyless bolting devices on your doors if (A) you or an exupant in the dwelling is over \$5 or disabled, and (8) the requirements of Texas Property Cade sec. 92.153(a) or (f)
- 11.2 Who Pays What. We'll pay for missing security devices that are required by law. You'll pay for (A) releasing that rou routest (unless we failed to relay after the provious esident moved out); and IBI repairs or route coments because of misuse or damage by you at your family, your excupants, or your guests, You must pay immedit cay after the work is done unless state law authorizes advance ment. You must also pay in advance for any additional or changed security devices you request.
- 12. Other Utilities and Services. Television channels that are provided may be changed during the Lease term if the change applies to all residents. You may use utilities only for normal household purposes and must not waste them. If you electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than table or interest) to be cut off or switched for any reason - including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is submetered or prorated by an allocation formula we'll attach as added to be the last an allocation formula, we'll attach an addendum to this Loase in compliance with state-agency rules. If a utility is individually meterod. It must be connected in your name and you must notify the provider of your move-out date so the meter can be tamely read. If you delay getting it turned on in your name by the Lease's start date or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for a \$.50_00 charge inot to exceed \$50 per vioution), plus the actual or estimated cost of the utilities used white the utility should have been connected in your name. If you're in an area open to competition and your apartment is individually metered, you may choose or change your retell electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you do choose or change your provider, you must give us written notice. You must pay all applicable provider foes, including any fees to change service back into our name after you move out

Specialt Provisions and What If Clauses

13. Damages and Reimbursoment.

15.1 Damage in the Apartment Community. You must promptly pay or relimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community because of a Lease arrules violation; improper use; negligence; other conduct by your, your invitees, your occupants, or your guests; or any other cause not due to own repligence or fault as allowed by low, excups for damages by acts of God to the extent they couldn't be mitigated by cour action or

from all liability arising from your hold us ha conduct or two. If your invitees, your occupants, your guests, or our representatives who at your request per-form services not contemplated in this Lease.

13.2 Indomnification by You. You'll defend, indemnify and

13.3 Damage and Wastewater Stoppage. Unless demage Damage and Wastewater Stoppage. Unless admage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—epping, replace-ments, and damage of the following kind if accurring during the Lease term or renewal periods (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; and (C) damage from windows stoppages caused by improper objects in lines exclusively serving your apartment.

13.4 No Waiver. We may require payment at any time, including advance payment to repair damage that you are Bable for. Dalay in demanding sums you owe is not a waiver.

entractual Lion and Property Left in Apartment

- 14.1 Lien Against Your Proporty for Rent. All property in the apartment (unless exempt under Texas Property Cade sec. 54.042) is subject to a contractual lien to secure pay-ment of delinquant rent (except as prohibited by Texas Government Code sec. 2305.6738, for owners supported by housing-tex-credit affocations). For this purpose, apartment excludes common areas but includes the interior living areas and exterior patios, balconies, attached garages, and any storerooms for your exclusive use.
- Removal After We Exercise Lien for Rent. If your rent is numeral ruler we exercise usen for tent, if your reft is delibutent, our representative may peace fully enter the operational, and remove and/or store all property subject to ilen. All property in the apartment is presented to be yours unless proved otherwise. After the property is removed, a writion notice of entry must be left in a conspicuous place in the accurate and interest uous place in the apartment—including a list of items re-moved, the amount of delinquent rent due, and the name, address, and phone number of the person to contact. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid.
- 14.3 Ramoval After Surrander, Abandonment, or Eviction. We, or law officers, may remove or store all property re-maining in the apartment or in common areas (including any vehicles you or any accupant or guest owns or uses; if you're judicially evicted or if you surrender or abandon the apartment (see definitions in Par. 41).

- (A) No daty. We'll store property removed under a con-tractual lien. We may—but we have no duty to—store property removed after Judicial eviction, surrunder, or
- abandonment of the apartment.

 No liability, We're not liable for casualty, loss damage, or theft, except for property removed under a contractual lion.
- Charges you pay. You must pay reasonable charges for our packing, removing, storing, and selling of any
- property.
 (D) Our lien. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: our lien on property listed under Texas Property Code sec. 54.042 is limited to charges for packing, removing,

14.5 Redemution.

(A) Property on which we have a lien. If we've setted and stored property under a contractual flen for rent as outhorized by law, you may resteem the property by paying all delinquent sort due at the time of seizue. But if
notice of sale (see Par. 14.0(C)) is given before you seek
redeinption, you may redoem only by paying the delinquent sent plus our reasonable charges for packing.

removing, and storing.

(B) Property removed after surrender, abandonment, or judicial eviction. If we've removed and stored property after surrender, abandomment, or judicial eviction, you may redeem only by paying all sums you owe, including tent, late charges, reletting charges, storage

charges, domages, etc. (C) Place and payment for return. We may return redeemed property at the place of storage, the management office, or the apartment lot our option). We may require payment by cash, money order, or certified

14.6 Disposition or Salo.

(A) Our options. Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all personal ai tadt varsaggig

Vasirbinists CAW. House of Our Report states

Appriment Lease Contract (2015 Train Appriment Assertation Inc.

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- (i) left in the apartment after mder oz abandon ment; or
- (2) left outside more than I hour after wait of posses-
- 5 on is executed, following Judicial eviction (B) Animals. An animal removed after surrender, absendonineet, or eyktion may be kenneled or turned over to a local authority, humane society, or rescue organi
- (C) Sale or property. Property not thrown away degreen to charify may be disposed of only by sale, which must be held no sponer than 30 days after written notice of tive date, times and place of sale is semily both regular mail and certified mail (return receipt requested) to your last known address. The notice must itempee the amounts you gwe and provide the name, address, and phone number of the person to contact about the safe the amount owed, and your right to redeem the property. The sale may be public or private, is subject to any third-party ownership or lied clarge; must be so the highest cash bidden and may be in bulk in batches, or item-by-item. If the proceeds from the sain are more than you owe, the excess amount must be maded to you at your last known address within 30 days after Sele.
- 15. Failing to Pay First Month's Rent. If you don't pay the first month's rent when or before the Leave begins, all future rent for the Leave term will be automatically accelerated in shout notice and become immediately due. We also may end your right of occupancy and recover damages, future rent injecting about es, attorney's fear, court costs, and other levitid charges. Dur rights, remedies and duries under Par. 10 and 37 apply to a celeration under this paragraph.
- 16. Rent increases and Lease Changes. No rent increases or Lease Changes are allowed before the initial Lease term ends, exced for those allowed by special provisions to Par. St by a written. dendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under Par. 19. If, a) least \$ days before the advance-notice deadline referred to in Par. 3, we give you written notice of rent indeases or Lease changes that become effective when the Lease term or renewal period easis, this Lease will automatically continue month-to-mouth wife the increased rent or Lease changes. The new modifie of Lease will begin on the date stated in the notice (without new ring some signature) unless you give us written move-out notice under Par. 36. The written move-out notice under Par. 36 applies only to the end of the current Lease or renewal period.

17. Delay of Occupancy.

- 17.1 Lease Remains In Force. We are not responsible for any delay of your occupancy caused by construction, regions, deaning, or a previous resident's holding over. The classe will remain in force subject to:
 - (A) abatement of rent on a daily basis during delay, and (B) your right to terminate the lease in winning as a below,
- 17.2 Your Termination Rights. Termination occurs asset as a writing. After termination, you are emitted only in solurul of any depositish and any rent you paid. Bent all, there exists Lease termination does not apply if the delay is to ing of repairs that don't prevent you from moving and the appropant
- 17.3 Notice of Delay, if there is a delay of your occupancy and we haven't given notice of delay as set forth inproducery below, you may terminate this Lease up to the done stirm the apartment is ready for occupancy, but not laber.
 - lat the given written notice to any of you or your excu-pants when or after the Leave begins—and the radice states that occupancy has been delayed because of receive written notice, but no laber
 - (b) If we give any of you written statice before the John the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after moving writing and tice, but no later. The readiness date state it in the conten notice becomes the new effective Lease date for all nurposes. This new date can't be moved to an epitier date unless we and you agree in writing.
- 18. Disclosure of Information, if someone requests information about you or your rental hittory for law enforciners, gurvar-mental, or business perposed, yournay provide in Atlanta in specifiany utility provider may give us information about pencing utility. actual connections or disconnections of utility service to your

White Year "Salar in hit Variation in the

- 19. Community Policies and Rules.
 - 19.1 Generally. Our rules are considered part of this Lease. You, your eccupants, and your quests must comply with all written apartment rules and community policies, including instructions for care of our property. We may regulate:
 (A) the use of paties, balconies, and parches, (B) the conduct of furniture movers and delivery persons; and (C) acpylities in common areas. We may make reasonable changor to written rules, and those rules can become effective immediately if the rules are distributed and applicable to all units in the spartment community and do not change the dollar tenous is no pages. For Politic Lease
 - 13.2 Some Specifics. Your agraturem and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any awlimning pools, saurias, spas, tanning beds, exercise rooms, starerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs
 - 19.3 Limitations on Conduct. Glass containers are prohibited in or near gools and all other common areas. Within the abartment community, you gour occupants, and your guests must not use candles or kerosene tamps or heaters without our prior written approval, or cook on balconies ar out acts. You, your occupants and your quests must not yeth a maker or underpolition. Conducting any kind of business finduction, chief care pervious in your apartment. or in the apartment community is prohibited-except that any lewful business conducted "at home" by comput-er, mall, us telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment fur business curpates.
 - 19.4 Exclusion of Persons. We may exclude from the apartment community any guests or others who in our judg-ment, have been vallating the law violating this trease or our tiles or disturbing time residents, neighbors, visitors, or our or representatives. We may also exclude from any outside assa occommon area myone who refuses to show photo blooping above or returns to identify things! So herself as value is treat an exception, in requirement a specific besident an this revenues against
 - 19.5 Notice of Convictions and Registration, You must notity as within 15 days if you or any of your occurrents are convicted of (A) any felong, or (B) any misdemeanor involving a controlled substance, violence to another person, or destruction of property. You must also notify us within 15 days if you also go your occupants register as a sex affected, tolarnessy as of a criminal consistion or sex-of-fender registration does it waits any other we may have against 70
- 20. Prohibited Conduct. You, your occupants, and your quests may not engage in the following activities:
 - (a) commel conduct material running delivering or pass sessing a controlled Substance or drug puraphernalia; estuaging is or threatening zipleace, possessing a waspen graft braid by mate law, discharging a firesim in the apartment consistinity of displaying or cossessing a gain keels, as other weapon to be consession area and vary that may also recibers.
 - (b) behaving in a later or abherlows menner,
 - ich disturbing as trackering the rights, comfort health, safety, as convenience of orners including our agents and employees in a least the agartment community;

 (d) distraining our beautile operations;

 of stokes ing them in closes containing gas appliances;

 (h) honoging that wide is a selection suitable and provide in the communications;

 (g) bringing that wide is no remain from the apartment com-

 - inurity,
 - this using varidows for entry or extr
 - beaching the apartment with a gur-operated cooking the etoven or
 - inguing our inputation by making bod-t-ith allegations according to other:
- 21. Parking. We may regulate the Lane, manner, and place of parking all cars, trucks, monorcycles, picycles, boass, trailers, and recreational variaties. Pharoncycles as photonized cakes must not be parked inside an aparament, on a dawalk, under statewells, or in hand-capped-parking areas, we may have any unauthorized or illegally part, six this explanents, bound according to state law at the own in a consister series, we seed to be in the webside.
 - Late that the owner or in your maneral of
 - (b) is collacts, on blocks, or has a wheel missing
 - Contains and state of their parking space

- belongs to a resident or or t who has surrendered or abandoned the apa
- is in a handicapped space without the legally required handlcapped insignla;
- is in a space marked for office visitors, numbyers, or staff:
- blocks another vehicle from exiting:
- is in a fire lane or designated "no parking" area:
- is in a space marked for another resident or apartment;

- is on the grass, sidowalk, or patio; blocks a garbage truck from access to a dumpster; has no current license, registration, or inspection state erand we have given you at least 10 days' notice that the vehicle will be towed if not removed, or
- (m) is not moved to allow parking lot maintenance

22. Release of Rosideut.

- 22.1 Generally. You may have the right under Texas law to terminate tha Lease early in certain situations involv-ing family violence, cartain sexual offenses, or stalking. Otherwise, unless you're entitled to terminate this Lease under Par. 9, 17, 23, 31, or 36, you won't be released from this Lease for any reason—including voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, toss of coresidents, loss of employment, bad health, property purchase, or death
- 22.2 Death of Sole Resident. If you are the sola resident and die during the Lease term, an authorized representative of your estate may terminate the Lease without penalty by giving at least 30 days' written notice. Your estate will be liable for paying rent until the latter of: (A) the termino-tion date or (E) removal of all possessions in the parament. Your estate will also be liable for all charges and damages. until the apartment is vacated, and any removal or storage

23. Military Personnel.

- 23.1 Termination Rights. You may have the right under Tevas law to terminate the Leas s in cortain situations involve ing military deployment or transfer. You may terminate the Lease if you enlist, are drafted into, or are commussioned in the U.S. Armed Forces. You also may terminate
 - (a) you are (1) a member of the U.S. Armod Forces or Reserves on active duty, or (2) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the fire in
 - (b) you (1) receive orders for a permanent change of station, (2) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (3) are relieved on released for more dve duty.
- 23.2 How to Terminate Under this Per. 23. You must furnish us a copy of your military orders, such as permanent-change-of-station orders, call-up orders, or deployment orders (or letter equivalent). Military permission for base housing doesn't constitute a permanent-change-of-station order. You must deliver to us your written termination notice, after which the Leave will be terminated in der this military clause 30 days after the date your rest rental payment is due. After your move-out, we'll return your secunty deposit, less lawful deductions.
- 23.3 Who May Be Released. For the purposes of this Lease, ordors described in (b) under Par. 23.1 above will inclease only the resident wind qualifies under both (a) and (b) above and receives the orders during the Lease term, plus that resident's spouse or legal dependents living in the risk dent's household. A coresident who is not the opnuse of dependent of a military resident cannot terminate under this military clause.
- 23.4 Your Representations. Unless you state utnerwise in
 - Par. 9, you represent when signing this Lease that.
 (a) you do not already have deployment or classic exceptions.
 - (b) you will not be retiring from the inflitury during the Lease term; and
 - b) the train of your enlistment or obligation with a lend before the Leave term ends.

You must nodfy us immediately if you are called to acrize duty or receive deployment or permanent-rhanne-of-sta-

23.5 Damages for Felse Representations. Liquid its discussional es for making a fabe representation of the above will be the amount of unpaid rent for the remainder of the Lease term when and if you move out, minus persection officers received in mitigation under Par. 32.6.

- 24. Resident Safety and Loss.
 - 24.1 Disclalmar. iscialm any express or implied warrantios of security. We care about your safety and that of other accupants and guests. You agree to make every of fort to follow any Security Guidelines Addendum attached to this Lease. No security system is follsafe. Even the best system can't prevent crime. Always act as if security systems don't axist since they are subject to malfunction, tampering, and human error. The bast safety measures are the ones you take as a matter of common sense and habit.
 - 24.2 Your Duty of Due Care. You, your occupants, and your guests must excited due care for your own and others' safety and security, especially in using smoke alarms and other detection devices, door and window locks, and other salety or security devices. Willioner screens are not for security or to keep people from falling out of windows.

24.3 Alarm and Detection Devices.

- (A) What wa'll do. We'll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first lake postession of your aparument. Upon request, we'll provide, as required by law, a smoke alarm capablo of electing a person with a hearing-impairment disalvily
- (B) Your duties. You must puy for and replace batteries as needed, imbass the law provides otherwise. We may replace dead or missing botteries at your tupense, without prior notice to you. You must immediately report effort or detector malliunction to us. Nather you not rithers may disable alarms or detectors. If you dominate may disable alarms or detectors. If you dominately in the control of the control o nga or disable the smuke alarm, or remove a bab-tery editious replachig it with a working battery, you may be linhie to us under Texas Property Code sec. 92.2611 for \$100 plus one month's rent, actual damages, and actornay's fees. You'll be liable to us and others if you fail to report mathemetions or fail to report any loss, damage, or lines resulting from fire, smake, ar
- 24.4 Loss. Unioss otherwise required by law, we're not flable to any resident, guide, or occupant for personal injury or damage, test of personal property, or loss of business or personal meams, from any couse, including fire, smake, rain, houd, water leaks, hall, its, inaw, lightings, wind, explostons, interpulsion of colores, pape leaks, theth vandal-tim, and might and or interpulsed of renderes, occu-pents, or guests. Yes have nodury to remove any real steet. or snew but may remark any amount with an without notice. Unless we notice with event, outing freezing weather you must for 24 yours a day (A) deep the apartment heated to as least 30° falmentiest, (b) keep cabinet and doset duors norn, and (C) only hat and cold water laucets. You'll be hable for any damage to our and others' property coused by broken water place due to your violating these requirements
- 24.5 Crimic or Emorgency, immediately dul 911 or call local inadical-emergency, his, or pulice pursannel in case of occident. fire, smoke, surveiced crimmal activity, or any other e hergency awalvar, immittent haim, You should then contact our represents are, the leaf our security measures are an expression implied warranty of secontly—or a surce are an expression amplied warrantly of security—or a quarantee against crime or chromous disk chorne. Unless otherwise provided by lary, were not fable to you, your occupants, or your quession chipsy, damage, or asis to per-son or property caused by chimal conduct of crime per-sons, including their. Longlary assault variables, or other dames. Even if previously provided, we're not obliged to furnish security personnel patrols lighting, gater, fences, crotise forms of security to less required by law. Ware not responsible for obtaining criminal-history checks on any residents incomants, ments or contraction to the the abact. residents occupants, guests, or contractors in the spartment community. If your your acculations ar value quests are affected inva come, you must make a written report to the appropriate local la vici forcement agency with to our representative. You must also give us the law-entiscement agency's incidentering it has about request
- 25. Condition of the Premises and Alterations.
 - 25.1 As-Is. We disclolin all implied warrantles. You accept the apartment, fixtures, and turniture as is, except for conditions materially affection the health or safety of ordinary persons, You'll be given an inventory & Condition form on or heldre move a Within 48 hours after move anyou must note on the form all defects or damage, sign the form, and return into us. Otherwise, every thang will be considered to be in a clean, wie, and gor it working on direct.

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Apartment Lease Constant Control Contr

- 25.2 Standards and Improvements. Ustruse customan, oil gence is maintaining the again and not damaging or latering the common areas, Unless authorized by italy of by us in writing, you must not do any request, plaining, wallpapering, carpeting, electrical changes, or utherwise after our property. No holes or stackers are allowed incode or outside the apartment. Unless our rules state otherwise, we'll pennit a reasonable number of small not holes for hanging pictures on sheetrock walls and grucoes of worldpuncted walls, No water furniture, washing mechanics, extra phone or television outlets, alarm systems, a lock Changes additions, or rekeying is permitted unless allowed by Law or we've consented in writing. You may restall a satellite dish or antenna, but only if you sign our satellite-oigh or entent a lesse addernour, which complies at last con-able restrictions altituded by for mallaw Yearnor sections. additional situation of the minimum required to define the control of the property including the state of the control of the c exterior fixtures operated from inside the scarroners of or that, you'll region them storne expenses with hims of the same type and waitings. Your improvements that will place ment made with an without our content) become pure inless we agree otherwike in willing.
- 25.3 Fair Housing. We are committed to the processes of fair housing traccordance year (alphononous away we'll have massing in accordance visit representatives process as the make reasonable accordance visit or also patients, particle is, or services. We'll allow assorable modifications a unit these love to give fitting or persons access to and use of dissociations according to the large register you to support of the process of the ligations if any

26. Requests, Repairs, and Malfunctions.

- 26.1 Writzen Requests Required. If you are any a count meds to send a notice or request—for county for repairs, installations, services, ownership disclosure, or security-related matters—it must be written, signed. and delivered to our designated representative lexcept in task of fine, smoke, gas, explosion, ever lowing the age soccernicable coming water, wherethe sterring or the midrogress, or fast course water monograms, as regardention). See watercropies on your and request our roll, so stitute a writter request from you. Our complying with or responding to any distreparsh required to security is very Other matter duesn't wave the sincreappear as a transition ten notices under this Leave.
- 26.2 Required Notifications. You must promptly negly us in amming a valoriacks and the many problem is the contraction of the many contraction of the contraction of th comment that power lagarities properly is althous afery.
- 26.3 Utilities. We may change or matall oblite innex as a quarment serving the againment if the work it holds when ably without substantially archaeong year utility on to yield may turn off equipment and interrupt uplation in a god to sveed property demage or to perform with, it is have mailuration or see demage by fire water, as an element you transmit multiprout representative recess, as ed.
- 26.4 Air-Conditioning and Other Equipments will be a some the proliferosiste narma", not emergencies. If an conce-tioning or other equipment malfungtions yours, we really us as soom as possible on a business day. Vie Bact with con-Tomaty difference to make repairs and resonance cores tok-ing into consideration when capitality as a non-resonance is are received. You continue to abate in whose him is out.
- 26.5 Our Right to Terminate. It was before that the or late. strophic damage is substancial, or that performance of needed repairs boses a conger to you, we than to an name this trave by given you at heart 5 days in men in the mode sign have the white the man as the recombine of the in-se multiplier if we are described particular meet once a great and the second of the seco There is a like that you are a first special or you, or for extend the control of the control of

27. Animals.

27.1 to Calmais Withour Consent. No valents finding moments, repulses, birds. Pali, redenis, amphib ins. orientals, and insacts) on offewed, area termor ruly, unjudents in the aparticient or operational consolity unless we've given writes permission, it will be 3 to 4. med you make the analysman leaden. The con-cord and form the a result make for the sale. And the brown to the analysm of the sale of the Analysm brown to the analysm of the sale of women CAW and and a second CAR

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27.2 Violations of Animal Policies.

- (A) Charges for violetians, if you or any quest or occupart violates animal resolutions (with or well-knot your knowledge), you'll be subject to charges, dismages, eviction, and other rensidies provided in this Lease. If are sometimes began in the apparement at any time dur-Fig your term of occupancy leads or without our con-sent), we'll draige you're all charing and repair costs, enclosing deflexing, divodorusing, and shampooling. or and dudy arens is precation at arries and arrimaltentavali takgeriare lestesetes bartages for our time. Otatr yetsetter, ories dur Ories bekong til kilosises i fees is distributed with a second entitle restrictions
- (b) Description of private or calmin. We play remove an Democrate and person conceinned. We also remove an action of concerning the product of the product of the concerning state of the product of the concerning the removalities and a stiffer 24 factors and 22 following the product of the 28 the removality of product of the 28 the removality of factors of the concerning a because to clearly of the authors of restrictions are restricted to the concerning and are producted to the interference in the second of the second of
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REGISTER OF ACTIONS CASE No. E20-0302J6

Ladera vs Carolyn Williams

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Case Type: Evictions Date Filed: 01/16/2020 Location:

Judicial Officer:

Justice of the Peace Pct #6 Lopez, Christopher File Custody/Location: Justice of the Peace Pct 6

RELATED CASE INFORMATION

Related Cases

CV-2020-00600-JP (Related Case)

PARTY INFORMATION

Defendant

Williams, Carolyn

3930 Accent Drive 2411

Dallas, TX 75287

DOB: 03/09/1961

Plaintiff

Ladera

3939 Trinity Mills Rd Dallas, TX 75287

Daniel Paz

Retained 14330 Midway RD STE 214

Dallas, TX 75244

Lead Attorneys

214-812-9061(W) 214-812-9420(F)

EVENTS & ORDERS OF THE COURT

Served

DISPOSITIONS

02/11/2020 Default Judgment to Plaintiff (Judicial Officer: Lopez, Christopher)

Judgment of \$1,990.14 Awarded To: Ladera

Awarded Against: Carolyn Williams

OTHER EVENTS AND HEARINGS

01/16/2020 Eviction Petition no military

01/16/2020 Citation - Eviction 01/16/2020 Citation - Eviction

Williams, Carolyn

Returned

01/23/2020 Citation Served

02/03/2020 Answer Filed

02/03/2020 Jury Request

02/06/2020 Trial by Judge (9:00 AM) (Judicial Officer Lopez, Christopher)

02/06/2020 Notice of Hearing 02/06/2020 Notice of Hearing

02/10/2020 Motion for Continuance

Defendant

02/10/2020 Motion for Continuance Denied

02/11/2020 Trial by Jury (1:30 PM) (Judicial Officer Lopez, Christopher)

02/11/2020 Judgment/Order Mailed to Parties

02/12/2020 Statement of Inability to Afford Payment of Court Costs

02/12/2020 Cases Appealed - Without Trial (OCA)

02/13/2020 Notice of Rent Due

mailed and sent via efile

02/13/2020 Notice of Statement of Inability to Afford Payment of Costs

02/20/2020 Appeal Transferred to County Clerk

FINANCIAL INFORMATION

Defendant Williams, Carolyn Total Financial Assessment

Total Payments and Credits Balance Due as of 03/02/2021

02/04/2020 02/04/2020

Transaction Assessment Payment

Receipt # 96095-J6

Al Williams

01/23/2020

01/24/2020

22.00 22 00

0.00 22.00

(22.00)

https://justice1.dentoncounty.gov/PublicAccess/CaseDetail.aspx?CaseID=2714253

1/2

	Plaintiff Ladera Total Financial Assessment Total Payments and Credits Balance Due as of 03/02/2			121.00 121.00 0.00
01/16/2020 01/16/2020	Transaction Assessment Payment	Receipt # 95866-J6	Judith McMakin	121.00 (121.00)

Skip to Main Content Logout My Account Search Menu New Civil Search Refine Search Back

Location: All JP & County Courts He

REGISTER OF ACTIONS CASE NO. CV-2020-00600-JP

Ladera vs. Carolyn Williams

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Case Type: Subtype: Date Filed: Location:

Appeal from a Lower Court FED- JP Appeal

02/20/2020 County Court At Law #2

Judicial Officer:
Court of Appeals Cause No:
File Custody/Location:

Statistics Camirez, Robert C.
02-20-00127-CV
Electronic File

RELATED CASE INFORMATION

Related Cases

E20-0302J6 (Related Case)

PARTY INFORMATION

Defendant

Williams, Carolyn

3930 Accent Drive 2411

Dallas, TX 75287

DOB: 03/09/1961

Lead Attorneys

Pro Se

Plaintiff

03/23/2020 Order

Ladera

3939 Trinity Mills Rd Dallas, TX 75287 Daniel Paz Retained

14330 Midway RD

STE 214 Dallas, TX 75244

214-812-9061(W) 214-812-9420(F)

EVENTS & ORDERS OF THE COURT DISPOSITIONS 03/05/2020 Final Judgment after Non-Jury Trial (Judicial Officer: Ramirez, Robert C.) OTHER EVENTS AND HEARINGS 02/20/2020 Appeal from Lower Court (OCA) 02/20/2020 Statement of Inability to Afford Pmt of Court Costs Cover Letter or Request 02/20/2020 from Ms. Williams 02/20/2020 Motion to reconsider from JP Notice- Appeal from JP with Affidavit of Inability to Pay 02/20/2020 02/24/2020 **Bond Deposit** \$1,482.00 02/27/2020 Motion for Continuance and Motion for Appointment of Counsel Answer(s) and/or Response(s) 03/03/2020 and request to dismiss and Transfer to Dallas County 03/05/2020 Inability to Pay Fee/ Forcible Entry Detainer Appeal hearing (3:30 PM) (Judicial Officer Ramirez, Robert C.) 03/05/2020 **General Docket Entry** Pauper's / FED appeal - p appeared through counsel - halls called no d - allowed to proceed as a pauper - trial de novo - p's case in chief judgment for p - entered 03/05/2020 Notice of Judgment 03/09/2020 Motion to Reconsider or Application for Stay and Bond During Appeal to Supreme Court 03/13/2020 Request Plaintiff's Request for a Writ of Possession 03/13/2020 Service Issued Writ of Possession-service by Denton Cty Const Pct 6 03/13/2020 Writ of Possession service by Denton Cty Const Pct 6 Returned Unserved 06/12/2020 Williams, Carolyn Returned 06/12/2020 03/19/2020 Application for emergency temporary restraining order Motion for Reconsideration (10:00 AM) (Judicial Officer Ramirez, Robert C.) 03/23/2020 03/23/2020 General Docket Entry Motion for reconsideration / TRO - p appeared by phone - d was provided w/ phone and zoom video invitation and did not appear (confirmed with court coordinator who stated d did not call in or video in) - pursued under SC COVID 19 procedures - denied both of p's request - other remedies

Def's Application for TRO

at law and waiver as to any issue of jury trial. awaiting order from P

3/2/2021	https://justice1.dentoncounty.gov/PublicAccess/CaseDetail.aspx?CaseID=2723833
03/23/2020	Order on Motion for Reconsideration
04/27/2020	Notice of Appeal
	Court of Appeals Correspondence
	Proposed Order
	Supersedeas Bond Motion To Set Bond (9:00 AM) (Judicial Officer Ramirez, Robert C.)
05/14/2020	Williams to call in for hearing call Mr. Paz for hearing 214-812-9061 General Docket Entry
03/14/2020	D's motion for supers bond - p and d appeared by phone - COVID 19 orders - granted based upon SC COVID 19 order with regard to deadlines - awaiting order from p
05/14/2020	Order
05/18/2020	Setting Supersedeas Bond Bond Deposit \$3,000.00
06/02/2020	Request
06/02/2020	Plaintiff's Request for a Writ of Possession Service Issued
00/02/2020	Writ mailed for Constable Pct 6/ writ being returned
06/02/2020	Writ of Possession
00/02/2020	Williams, Carolyn Unserved
06/08/2020	Bond Deposit
00/40/2020	\$2,936.00
	Service Returned
	Clerk's Record on Appeal Court of Appeals Correspondence
announced at North-State Con-	Clerk's Record Received
09/03/2020	Bond Deposit \$1462.28
10/01/2020	Bond Deposit \$1,428.17
11/03/2020	Bond Deposit
	\$1,428.61
	Bond Deposit \$1,428.12
01/08/2021	Bond Deposit \$468.28
01/22/2021	Memorandum Opinion and Judgment Opinion
01/22/2021	Memorandum Opinion and Judgment Judgment
01/22/2021	Court of Appeals Correspondence
01/25/2021	
	Plaintiff's Request for a Writ of Possession
01/25/2021	Service Issued
01/25/2021	Service by Constable Precinct 6 Writ of Possession
	Williams, Carolyn Unserved
	Motion to Strike
02/01/2021	Bond Deposit
02/01/2021	\$105.00 Cover Letter or Request
	envelope
02/02/2021	Motion Plaintiff's Motion for Execution of a Writ of Possession
02/05/2021	Notice of Hearing
	Motion to Enter (10:00 AM) (Judicial Officer Ramirez, Robert C.) writ of possession
02/22/2021	Amended
02/22/2021	Amended Objection to Ladera's Request for (Physical Removal)/Execution of Writ of Possession Amended
	Carolyn Williams Amended Objection Motion to Quash
	Motion to Enter (10:00 AM) (Judicial Officer Ramirez, Robert C.)
JUIU-112021	monents and frame from the fine training, hoberton

FINANCIAL INFORMATION

	Defendant Williams, Carol Total Financial Assessmen Total Payments and Credit Balance Due as of 03/02/2	ť s		4.00 4.00 0.00
02/20/2020 03/05/2020 02/01/2021 02/03/2021	Pauper Wavier Transaction Assessment	Receipt # 2021-0610	Williams, Carolyn	277.00 277.00 4.00 (4.00)

Plaintiff Ladera Total Financial Assessment

479.00

0, -,				
	Total Payments and Credits Balance Due as of 03/02/2			479.00 0.00
03/13/2020	Transaction Assessment			157.00
	TexFile Payment Transaction Assessment	Receipt # 2020-1362	Ladera	(157.00) 160.00
06/02/2020 01/25/2021	TexFile Payment Transaction Assessment	Receipt # 2020-2308	Ladera	(160.00) 162.00
01/25/2021	TexFile Payment	Receipt # 2021-0400	Ladera	(162.00)

Case:

	02-20-00127-CV			
	Date Filed:			
	04/27/2020			
	Case Type:			
	Forcible entry & detainer			
	Style:			
	Carolyn Williams			
	v.:			
	Ladera			
	Orig Proc:			
	No			
	Transfer From:			
			4	
	Transfer In:			
	Transfer Case:			
	Transfer To:			
	Transfer Out:			
	Pub Service:			
	West Publishing			
Α	PPELLATE BRIEFS			

Date Event Type Description Document

Date	Event Type	Description	Document
12/14/2020	Brief struck	Appellant	

CASE EVENTS

Date	Event Type	Disposition	Document
02/25/2021	ansposed	Motion or Writ Denied	[PDF/93 KB] Notice
02/25/2021	Motion for rehearing disposed	Motion or Writ Denied	[PDF/94 KB] Notice
02/23/2021	Letter issued by the court	2	[PDF/100 KB] Notice
02/22/2021	Document Received		
02/16/2021	Motion for rehearing filed	3	[PDF/4.66 MB] Motion
02/01/2021	Motion for emergency relief disposed	Motion or Writ Denied	[PDF/91 KB] Notice
01/29/2021	Motion for rehearing filed	3	[PDF/463 KB] Motion
01/29/2021	Motion for emergency relief filed	y	
01/28/2021	Motion for emergency relief filed	y	
01/21/2021	Memorandum opinior issued	¹ Dismissed	[PDF/95 KB] Judgmen [PDF/128 KB] Memoral [PDF/90 KB] Notice
01/21/2021	Motion disposed	Motion or Writ Denied	<u> </u>
01/20/2021	Submitted		
01/13/2021	Reply to response o motion filed	r	
01/11/2021	Reply to response o motion filed	r	
01/07/2021	Response filed		
12/29/2020	Response requested by the court	Y	[PDF/103 KB] Notice
12/28/2020	Motion filed		
12/15/2020	Letter issued by the court		[PDF/111 KB] Notice
12/15/2020	Corrected brie requested	f	[PDF/112 KB] Notice
12/14/2020	Motion to supplement record filed	t	[PDF/364 KB] Motion
12/14/2020	Brief struck		
12/08/2020	Motion for extension o time to file brie disposed	f f Motion or Writ Granted	[PDF/95 KB] Notice

Date	Event Type	Disposition	Document
12/07/2020	Motion for extens time to file brief file		[PDF/89 KB] Motion
11/03/2020	Motion for extens time to file disposed	ion of brief Motion or Writ Gra	anted [PDF/99 KB] Notice
10/19/2020	Motion for extens time to file brief fil		[PDF/430 KB] Motion
10/08/2020	Notice of late brie	f	[PDF/111 KB] Notice
08/24/2020	No reporters r filed in civil case	ecord	[PDF/128 KB] Notice
07/31/2020	Court reporters to court rega status of record	notice arding	[PDF/149 KB] Letter [PDF/115 KB] Notice
07/27/2020	Docketing state filed	ement	
07/16/2020	Notice of late doc statement	keting	[PDF/108 KB] Notice
06/30/2020	Electronic Clerks R Filed	lecord	[PDF/88 KB] Notice
06/29/2020	Notice of late doc statement	keting	[PDF/108 KB] Notice
04/27/2020	Notice of appeal for court of appeals	iled in	[PDF/125 KB] Notice

CALENDARS

Set Date	Calendar Type	Reason Set
03/01/2021	Status	Compliance response due
03/29/2021	Status	Release to publisher
05/06/2021	Status	Mandate to Issue

PARTIES

Party	PartyType	Representative
Ladera	Appellee	Daniel Paz
Williams, Carolyn	Appellant	Carolyn Williams

TRIAL COURT INFORMATION

County	
Denton	
Court Judge	
Honorable Robert Ramirez	
Court Case	
CV-2020-00600-JP	
Reporter	
Court Reporter, County Court At Law No. 2, Denton County	
Punishment	

County Court at Law No. 2

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Daniel Paz

From:

a williams <alwms870@gmail.com>

Sent:

Saturday, January 30, 2021 1:16 AM

To:

Daniel Paz

Subject:

Fwd: Carolyn Williams Unit 2411

Attachments:

CCF01302021.pdf

Mr Paz- See forwarded below

----- Forwarded message -----

From: Legal Access Inc < legalaccessaw@gmail.com >

Date: Sat, Jan 30, 2021 at 1:15 AM

Subject: Fwd: Carolyn Williams Unit 2411 To: a williams <alwms870@gmail.com>

al

On Sat, Jan 30, 2021 at 1:13 AM Legal Access Inc < legalaccessaw@gmail.com > wrote:

----- Forwarded message -----

From: Legal Access Inc < legalaccessaw@gmail.com >

Date: Sat, Jan 30, 2021 at 1:12 AM Subject: Carolyn Williams Unit 2411

To: <judy@willmax.net>

Ms Judy- Will you please accept this CDC Declaration and withdraw your threats of eviction

Secondly, have you considered helping my family by providing the letter clearing up our credit so we can move out your apartment and forward?

Kindly, Ms Williams



Affn: MS JUDY #2411

IN THE DISTRICT COURT OF DALLAS

CAROLYN A WILLIAMS, ET AL

V.

DC19-17458

LADERA, ET AL

CAROLYN A WILLIAMS' DECLARATION

UNDER PENALTY OF PERJURY FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION'S TEMPORARY HALT IN EVICTIONS TO PREVENT FURTHER SPREAD OF COVID-19

This declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's order you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or other person who has a right to have you evicted or removed from where you live. Each adult listed on the lease, rental agreement, or housing contract should complete this declaration. Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through January 31, 2021. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment. This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information. I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the following are true and correct: • I have used best efforts to obtain all available government assistance for rent or housing; • I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the I.R.S., or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act; • I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary out-of-pocket medical expenses; • I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses; • If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options. • I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected. • I further understand that at the end of this temporary halt on evictions on January 31, 2021, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws. I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Signature of Declarant Date "Available government assistance" means any governmental rental or housing payment benefits available to the individual or any household member An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year. "Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate Federal, State, or local occupancy standards and that would not result in an overall increase of housing cost to you.